IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division

THOMAS D. DOMONOSKE, *and others similarly situated* Plaintiff, v. BANK OF AMERICA, N.A. Defendant.	)	Civil No. 5:08cv00066
VICTOR RIVERA, *and others similarly situated* Plaintiff, v. BANK OF AMERICA, N.A. Defendant.	)	Civil No. 5:09cv00090

DECLARATION OF VICTOR RIVERA

I, Victor Rivera, an adult individual, depose upon my oath and declare the following to be true and correct:

1. My name is Victor Rivera. I am over 18 years of age, of sound mind, capable of executing this declaration, and have personal knowledge of the facts stated herein, and they are all true and correct to the best of my knowledge and belief.

2. While I check my mail every day, and did not discard anything from Bank of America following submission of my loan application, through and including the day that I closed on the loan, I am confident that I never received a credit score disclosure from Bank of America at all. However, I did receive numerous other disclosures, including those required by the Truth in Lending Act, from Bank of America. It sent these to me the day after I applied for my loan. It is my understanding that if Bank of America had provided me with a credit score disclosure, I would have learned:

a) what my credit score was as calculated by Experian on the day that I applied for my mortgage loan, as obtained by Bank of America;

EXHIBIT 5

b) the range of possible credit scores for Experian's credit scoring model;

c) at least 4 "key factors" that impacted my credit score adversely;

d) the date on which the credit score was created;

e) the identity of the entity that provided either the credit score or the credit file which was used to create the credit score; and

f) the "Notice to Home Loan Applicants", mandated by Congress at 15 U.S.C. §1681g(g)(1)(D), which would have described the importance of my credit score, and would have informed me that every mortgage lender is required to provide the score and key factors to me, following receipt of a mortgage application.

3. Given that I never received my credit score disclosure, including the "Notice to Home Loan Applicants" described in paragraph 2(f), I did not become aware that I was entitled to a credit score disclosure until I spoke with an attorney in April of 2008.

4. This information would have been very useful to me during the loan application process. It would have provided me with information that I could have used to shop around for a mortgage loan without having subsequent mortgage companies access my credit file, thereby risking negative impact on my credit score. Further, the "key factors" would have been important, because they might have provided me with information as to how I could improve my scores prior to accepting a mortgage loan.

5. To the best of my knowledge, Mr. Domonoske and I are the only individuals who have ever sued Bank of America for failing to provide timely credit score disclosures, thus pursuing and preserving the claims of more than a million Americans who otherwise likely would have not pursued them.

6. I am satisfied with the terms of the settlement agreement. It represents the entirety of the agreement with Bank of America, and there are no side agreements of any sort. I am also satisfied that Section 1 of the Class Notice will serve to inform the putative class members that the Fair Credit Reporting Act requires mortgage companies to provide a credit score disclosure to them, just as the Notice to Home Loan Applicants would have informed me of the same.

Under penalty of perjury under the laws of the United States of America, I hereby declare and affirm that the foregoing information is true and correct to the best of my information, knowledge, and belief.

Victor Rivera